

Lincoln County, Oregon

06/28/2016 03:01:58 PM

DOC-WVR/REM

\$10.00 \$11.00 \$20.00 \$10.00 \$7.00 - Total = \$58.00

2016-06119

Cnt=1 Pgs=2 Stn=29



00121555201600061190020024

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk



After recording please mail to:  
**Community Development Department**  
**City of Newport**  
**169 SW Coast Hwy**  
**Newport, OR 97365**

### LAND PARTITION WAIVER OF REMONSTRANCE

THIS AGREEMENT, is between the City of Newport ("City") and Northwest Inc., dba Northwest Homes ("Owner").

### RECITALS

A. Owner desires to partition into two separate parcels the property legally described as follows:

Lincoln County Tax Assessor Map 10-11-29-BB; Tax Lot 07101. Further described as:

A part of Section 29, Township 10 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, more particularly described as follows:

Beginning at a point 150 feet North of the Northeast corner of Lot 5, Block 134, AGATE BEACH NO. 2; thence North 100 feet; thence West 150 feet; thence South 100 feet; thence East 150 feet, to the place of beginning.

EXCEPTING THEREFROM the East 46 feet.

The property described in this section will be referred to as the "Property."

B. The Community Development Director's Final Order of March 8, 2016, approving the tentative plan for the proposed partition in File No. 1-PAR-16 as requested by Owner included a condition of approval as required by the Newport Municipal Code Chapter 13 that prior to final plat approval, the property owner shall sign and record a consent to participate in any storm drainage, street, and/or sidewalk local improvement districts that the subject lots or parcels would be part of once those districts are formed.

### TERMS OF AGREEMENT

1. This Agreement is a covenant running with the Property and binding on Owner and Owner's successors in interest. This Agreement affects the title to and the rights to possession of the Property. All of the terms, conditions, requirements, obligations and agreements in this document (the "requirements") shall run with the land and shall be binding upon, and inure to the benefit of, Owners and their successors in interest, including all future owners of any portion of the Property.

2. Owner will participate in any local improvement district or districts formed for the construction of sewer, water, storm water, street, or sidewalk improvements that the subject parcel would be part of.

3. The City Engineer may commence proceedings for a local improvement district or districts as authorized by Newport Municipal Code Chapter 12.05.



4. Owner's execution of this agreement shall be equivalent to the submission of a petition to form a local improvement district and shall constitute a waiver of any right to remonstrate against the formation of the local improvement district. However, nothing herein contained is intended to limit the right of Owner to contest, in the manner provided by law, the formula or method by which such costs are allocated to benefited properties.

DATED this 8<sup>th</sup> day of March, 2016.

CITY OF NEWPORT

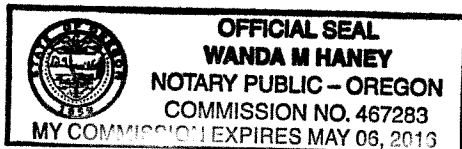
By: Spencer Nebel  
By: Spencer Nebel, City Manager

OWNER(S)

Dan James  
For Northwest Homes

STATE OF OREGON                    )  
                                                  ) ss.  
County of Lincoln                    )

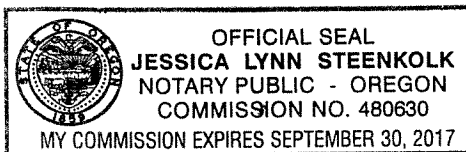
This instrument was acknowledged before me on March 8, 2016 by Spencer Nebel as City Manager of the City of Newport.



Wanda M Haney  
Notary Public - State of Oregon

STATE OF Oregon                    )  
                                                  ) ss.  
County of Lincoln                    )

This instrument was acknowledged before me on June 28, 2016 by Dan James as President of Northwest Inc. dba of Northwest Homes.



Jessica Steenkolk  
Notary Public -- State of Oregon

